


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER PR-OEI-19-00271		PAGE OF 1 9	
2. CONTRACT NO. 68HERD20A0008				3. AWARD/ EFFECTIVE DATE 05/01/2020		4. ORDER NUMBER	
5. SOLICITATION NUMBER RFQ-OEI-19-00271				6. SOLICITATION ISSUE DATE 01/22/2020			
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Hugo Alcantara		b. TELEPHONE NUMBER (No collect calls) 919-541-1478		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709		CODE ITAD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A) </div> <div> NAICS: 541519  SIZE STANDARD: \$150. </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE		16. ADMINISTERED BY ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709			
17a. CONTRACTOR/ OFFEROR DELL FEDERAL SYSTEMS L.P. Attn: <span style="background-color: black; color: black;">XXXXXXXXXX</span> 1 DELL WAY RR8-30 ROUND ROCK TX 786827000  TELEPHONE NO. <span style="background-color: black; color: black;">XXXXXXXXXX</span>		CODE 149530219 FACILITY CODE		18a. PAYMENT WILL BE MADE BY As Indicated On Each Call			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-35F-0884P DUNS Number: 149530219  This Single Award Blanket Purchase Agreement (BPA) between the U.S. Environmental Protection Agency (EPA) Dell Federal Systems L.P. with Teaming Partner TrueTandem, L.L.C., establishes an Enterprise License Agreement (ELA) for the purchase of Microsoft Software Licenses, Additional Microsoft Products, and Premier Support Services and Consulting Services. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	


ELECTRONIC  
SIGNATURE

ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Christopher S. Davis

04/15/2020

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)  
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Schedule Holder's shall provide all Microsoft Enterprise Products, Additional Products, and Services as identified in this Award Document Attachments 1 - 7.</p> <p>The Schedule Holder's, Microsoft, and EPA agree: although the "Microsoft Online Services Terms February 2020" and "Microsoft Product Terms February 2020" references the European Union's General Data Protection Regulation (GDPR) in various sections, EPA does not waive its sovereign immunity and does not consent to suit arising under the GDPR.</p> <p>In the event of a conflict between the Schedule Holder's quote (including the Microsoft Terms and Conditions and any referenced agreement therein) and the EPA BPA No. 68HERD20A0008 and GSA Contract No. GS-35F-0884P, along with all applicable Federal laws and regulations, then EPA BPA No. 68HERD20A0008 and GSA Contract No. GS-35F-0884P as well as the applicable Federal laws and regulations, will govern.</p> <p>Period of Performance: 05/01/2020 to 04/30/2021</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/>		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  COMPLETE      PARTIAL      FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE		
		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

**Blanket Purchase Agreement (BPA)**  
**United States Environmental Protection Agency (U.S.) (EPA)**  
**Microsoft Enterprise License Agreement (ELA)**

In the spirit of the Federal Acquisition Streamlining Act, the United States Environmental Protection Agency (U.S.) (EPA) and Dell Federal Systems L. P. (“Dell Technologies”) (the “schedule holder”) enter into this BPA, which includes all attachments (collectively referred to as the “BPA”) as of the effective date of May 1, 2020.

Attachments to this BPA will be deemed a part of this BPA (Attachments 1 through 7) and incorporated by reference. Terms defined in this BPA and used in any attachment will have the same meaning as in this BPA. The parties agree the attachments listed below apply to all orders placed under this BPA and are incorporated as binding terms and conditions. Attachments to this agreement are set forth as follows:

Attachment 1 – Products and Services Price List

Attachment 2 – Microsoft Enterprise License Agreement Statement of Work

Attachment 3 – Microsoft Enterprise Enrollment for Government Partners – October 2019

Attachment 4 – Enterprise Enrollment Amendment – October 2008

Attachment 5 – Microsoft Enterprise Agreement for Government Partners – October 2019

Attachment 6 – Microsoft Online Services Terms – February 2020

Attachment 7 – Microsoft Product Terms – February 2020

**A. Price Schedule**

Item No	Supplies/Services	QTY	Unit	Unit Price	Total Amount
0001	Microsoft Enterprise Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced
0002	Microsoft Additional Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced
1001 Option	Microsoft Enterprise Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced
2002 Option	Microsoft Additional Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced
3001 Option	Microsoft Enterprise Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced
3002 Option	Microsoft Additional Products FFP FOB: Destination	1	Each	Not Separately Priced	Not Separately Priced

**B. BPA Terms and Conditions**

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number GS-35F-0884P, schedule holder agrees to the following terms of BPA, 68HERD20A0008 with EPA. All orders placed against this BPA are subject to the terms and conditions of the FSS contract. The items and services on this BPA are set forth in Attachment 1 as defined by the schedule holder. License terms and conditions applicable to products and services acquired under this BPA are defined in the License Terms included as Attachments 3 - 7.

## 1. Terms and Conditions.

- a. All orders placed against this BPA are subject to the terms and conditions of the underlying FSS contract.
- b. This BPA does not obligate any funds, nor is there a minimum or maximum guaranteed amount. Funds are to be obligated on each order issued.
- c. In accordance with FAR 8.405-3(d)(2), this BPA shall not exceed one year from the award effective date. However, this BPA includes two (2) one-year options. Among other criteria, this BPA will be reviewed to ensure that it still represents the best value before any options are exercised.
- d. This BPA cannot extend beyond the term, inclusive of exercised options, of the underlying FSS contract.
- e. Only firm fixed priced orders are authorized to be issued against this BPA.
- f. If administrative problems should arise which will have an adverse impact on the timely performance by the schedule holder or affect any costs or funding, the schedule holder is required to immediately notify the Contracting Officer or Contract Specialist.
- g. It is anticipated that this BPA shall meet all the Agency's Microsoft need for the next three (3) years. Therefore, it may be necessary to add, remove, or change products or services determined to be within scope of this BPA during performance of the BPA in order to carry out the requirements described in the Statement of Work. It is expected that pricing associated with future Microsoft software products and services will be incorporated into the BPA at such times as is necessary and that the prices for the changes to these products or services shall be at or below the schedule holders GSA Contract rates.

**2. Extent of Obligation.** The Government is obligated only to the extent of authorized delivery/call orders made under this BPA.

**3. Funds Obligation.** The Government estimates, but does not guarantee, that the value of purchases through this BPA will be approximately \$55 million. The Government is obligated only to the extent of authorized purchases made under this BPA. There is no minimum order guarantee. The BPA does not obligate any funds. Funds will only be obligated on each individual order.

**4. BPA Term.** The period of performance (PoP) will include a 1-year base period and the potential for two 1- year option periods. The Government is not obligated to exercise any BPA option period. Call Orders off this BPA shall remain valid through their respective periods of performance, and the terms and conditions of the BPA will apply to those orders. The PoP for this BPA, inclusive of any exercised BPA option periods is as follows.

Base Year:	May 1, 2020 through April 30, 2021
Option Year 1:	May 1, 2021 through April 30, 2022
Option Year 2:	May 1, 2022 through April 30, 2023

**5. Pricing Terms.** Attachment 1 provides unit prices as explained below. Prices shall not escalate after the BPA is awarded, and Attachment 1 is not subject to upward adjustment during the term of the BPA. The government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged.

## 6. Price Reduction.

- a. **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that the schedule holder has under their GSA schedule contract. If at any time the prices under their GSA schedule contract become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

**7. Notices.** All notices required under this BPA will be in writing and will be sent to the Government Contracting Officer (CO) and the schedule holder's designated Program Manager for this BPA at the address set forth in the SF1449, unless otherwise agreed to by the parties. Notices are considered to be "issued" when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as email.

**8. Reference to Days.** All references in this BPA to "days" will, unless otherwise specified, mean calendar days.

## **9. GSA Federal Supply Schedule Succession**

a. This BPA is based on the Schedule Holder's current GSA schedule contract number. In the event the current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent that the new schedule contract includes the same scope and items as the canceled or expired GSA contract.

b. The BPA is contingent upon the Schedule Holder maintaining products and services of the BPA on the applicable GSA Schedule. The Schedule Holder is responsible for notifying the COR and Contracting Officer of any changes in the status of the applicable GSA Schedule (validity status and modifications to the schedule contract) through the life of the BPA. The Schedule Holder must maintain all products and services offerings of the BPA on the applicable GSA Schedule.

## **C. Authorized Users and Ordering**

### **1. Authorized Users**

The contracting activity authorized to issue orders under this BPA is: EPA Office of Acquisition Solutions (OAS), Information Technology Acquisition Division (ITAD), Research Triangle Park, NC. Any authorized US EPA Purchase Card Holders or Warranted Contracting Officer(s) outside of ITAD are authorized to place Micro-purchases (Under \$10,000.00) off this BPA.

### **2. Ordering**

The schedule holder shall make available to all authorized EPA users of this BPA the products and services contained in Attachment 1. Each Order issued under this BPA shall include the following information, at a minimum, as applicable:

- a. BPA number, BPA Order number, and Enrollment Number
- b. Date of the order;
- c. Description of the product(s) to be acquired
- d. The delivery schedule, period of performance, or required completion date;
- e. Place of delivery or performance;
- f. Deliverables;
- g. CLIN number and description, quantity, unit price and extended total.
- h. The security requirements;
- i. The payment schedule; and accounting and appropriation data.
- j. Invoice Approver and Delivery Point of Contact

EPA will issue orders directly to the Team Lead or Team Member for those products or services that are available on their respective schedules.

**1. Delivery Schedule.** Deliveries will be made to the address specified on the Orders issued against the BPA.

**2. Ensuring Accuracy.** The Schedule Holder shall assist EPA ordering offices with ensuring accuracy of the order data, including the identification of the proper license owner and enrollment number prior to processing Orders.

**3. Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket, or sales slips that must contain at a minimum the following information:

- a. Name of Schedule Holder
- b. GSA contract number
- c. BPA number
- d. Product description and Part numbers
- e. Order number
- f. Date of delivery/call order
- g. Quantity, unit price, and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment/delivery and/or PoP as applicable

**4. Proof of License.** The schedule holder shall provide EPA a proof of license certificate with all orders. The schedule holder shall submit the proof of license to the designated POC listed in the Order and furnish a duplicate to the Contracting Officer Representative (COR).

#### **D. Invoicing and Payment**

**1. Invoicing.** Invoicing procedures shall be specified in each individual order. The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. The schedule holder shall submit an electronic invoice or hard copy invoice to the address (es) specified within the orders issued against the BPA. Invoices must include --

- a. Name and address of the schedule holder;
- b. Invoice date and number;
- c. Contract number, CLIN, and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered and PoP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. TIN. The schedule holder shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer banking information.

Invoices will be processed, and payments made in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB Circular A-125. The schedule holder is encouraged to assign an identification number to each invoice.

#### **E. BPA Administration**

##### **1. N.C. Sales Tax Exempt**

North Carolina General Statute 105-164.13(17) and Rule No. 48 Sales and Use Tax Regulations. EPA



Federal Tax Identification Number 520852695.

## 2. EPA-G-42-101 Contract Administration Representatives

### BPA Administration Representatives

#### BPA-Level Contracting Officer's Representative (COR):

Michelle Cuilla

Email Address: [cuilla.michelle@epa.gov](mailto:cuilla.michelle@epa.gov)

Phone Number: 919-541-2615

Contracting Officials responsible for administering this BPA are as follows:

**Contracting Officer:** Christopher S. Davis

Email Address: [davis.christopher@epa.gov](mailto:davis.christopher@epa.gov)

Phone Number: 919-541-4609

**Contract Specialist:** Hugo O. Alcantara

Email Address: [alcantara.hugo@epa.gov](mailto:alcantara.hugo@epa.gov)

Phone Number: 919-541-1478

## 3. Schedule Holder Points of Contact.

### Schedule Holder Name:

Dell Federal Systems L. P. ("Dell Technologies")

DUNS: 149530219;

Cage Code: 3XAU1

Name	Role	Contact Info

## F. Clauses

The GSA Schedule 70 clauses are applicable to all issued BPA Request for Quotations and any resulting BPA orders. This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

### FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following web addresses: <http://www.acquisition.gov/far/>

<u>FAR Clause</u>	<u>Description</u>	<u>Date</u>
52.217-6	Option for Increased Quantity	(Mar 1989)
52.232-39	Unenforceability of Unauthorized Obligations	(June 2013)

## Clauses Incorporated by Full Text

### 52.217 – 9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Schedule holder within **30 days** prior to the expiration of the contract; provided that the Government gives the Schedule holder preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

## ENVIRONMENTAL PROTECTION AGENCY ACQUISITION REGULATION (EPAAR), 48 C.F.R. CH. 15, PROVISIONS AND CLAUSES

Full text versions can be viewed at: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

### EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management (Jul 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or schedule holders operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or schedule holders operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Schedule holder shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Schedule holder shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)